



Comptroller General
of the United States

448132

Washington, D.C. 20548

REDACTED VERSION

Decision

Matter of: Global Plus
File: B-257431.9
Date: December 14, 1994

William A. Roberts III, Esq., Lee Curtis, Esq., Brian A. Darst, Esq., and Ronald Vogt, Esq., Howrey & Simon, for the protester,
Thomas J. Madden, Esq., John J. Pavlick, Esq., Fernand A. Lavalley, Esq., and Fred J. Federici, Esq., Venable, Baetjer, Howard & Civiletti, for Range Systems Engineering, an interested party.
Capt. Gerald P. Kohns, Department of the Army, for the agency.
Peter A. Iannicelli, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest allegation that the agency used evaluation factors that were not set forth in the request for proposals (RFP) to evaluate the protester's proposed key personnel and meal card management system is denied where evaluation of these aspects of proposals reasonably relate to the RFP's stated evaluation criteria.
2. Agency was not required to hold discussions regarding either protester's proposal [DELETED] if awarded the contract, or its proposed [DELETED], where the proposal was rated as acceptable or better on all evaluation factors/subfactors under which these aspects were evaluated; agencies are not required to point out elements of proposals that receive less than full evaluation credit.
3. Protest allegation that the agency did not consider the protester's 24 years of experience as the incumbent contractor in evaluating the protester's prior [DELETED] experience is denied where the agency considered the protester's previous tenure as incumbent contractor and

"The decision issued December 14, 1994, contained proprietary information and was subject to a General Accounting Office protective order. This version of the decision has been redacted. Deletions in text are indicated by "[DELETED]."

other experiences set forth in the protester's proposal and reasonably evaluated this aspect of the proposal [DELETED]; the protester's mere disagreement with the agency's evaluation provides no basis for finding the evaluation unreasonable.

4. Contracting agency properly decided to award cost-type contract to the offeror of the higher-rated, higher-cost proposal, where the request for proposals stated that technical and management factors were considered more important than cost, and the agency reasonably determined that the awardee's technical and management superiority was worth the associated additional cost.

DECISION

Global Plus¹ protests the Department of the Army's award of a contract for logistics support services (LSS) to Range Systems Engineering (RSE) pursuant to request for proposals (RFP) No. DASG60-93-R-0017. Global contends that the Army improperly downgraded its proposal in the technical and management evaluations based upon application of evaluation factors that were not set forth in the RFP. Global also alleges that the Army did not hold meaningful discussions concerning certain deficiencies the evaluators incorrectly perceived in its proposal. The protester further contends that the Army's cost realism analysis was flawed, as a result of which the source selection authority's (SSA) cost/technical tradeoff and award decision were "arbitrary, capricious, and unreasonable."

We deny the protest.

Issued on July 12, 1993, the RFP requested offers for providing logistics and base support services to the United States Army Kwajalein Atoll (USAKA) in the Republic of the Marshall Islands. The RFP envisioned award of a cost-plus-award-fee, level-of-effort contract that would include a 2-month phase-in period, a 2-year base performance period, and three 2-year option periods. The RFP stated that the Army would award the contract to the offeror whose proposal represented the best value to the government based upon an evaluation of technical, management, and cost areas of each proposal. The RFP stated that cost was a substantial evaluation factor but was less important than the technical and management areas which were equal in importance.

¹Global is a joint venture consisting of Global Associates, Tec Masters, and EAST, Inc.

Kwajalein Atoll is the location of a government-owned, contractor-operated major range and test facility base, an antiballistic missile test range, and a defense site. The primary missions of the USAKA are to support the developmental and operational testing of strategic defensive and offensive ballistic missile systems, ballistic missile defense discrimination research, and to conduct space surveillance functions for the Department of Defense. Other government agencies supported by USAKA include the National Aeronautics and Space Administration, the Department of Energy, and the Defense Nuclear Agency.

To allow Atoll major range and test facility base users and tenants to attract and retain the highly skilled personnel required for conducting their technical operations, the contractor is to provide a wide variety of support services comparable to that which would be available to a scientific and technically oriented civilian community in the United States. The contractor will provide a wide range of services in 11 functional areas including: (1) program support (personnel administration and financial, property, and data management); (2) operation and maintenance of facilities assets; (3) supply and transportation requirements; (4) aviation; (5) automotive and related equipment; (6) marine vessels and operations; (7) retail merchandising activities; (8) food services; (9) community activities (including religious services, hobby shops, and recreational programs); (10) medical and dental programs; and (11) education (preschool through high school, including special education and adult education).

Six offers, including Global's, were received by the July 20 closing date for receipt of initial proposals. All six offers were included in the competitive range. Discussions were conducted with each competitive range offeror, and best and final offers (BAFOs) were received by March 14, 1994. BAFOs were evaluated for technical merit and to establish the total evaluated probable cost of each offer. After consideration of the source selection evaluation board's (SSEB) final report and a briefing by the source selection advisory council (SSAC), on May 13, the SSA selected RSE for award, and on May 20, the contract was awarded to that firm.

Global was debriefed on June 1 and filed its initial protest letter with our Office on June 3. In that letter, Global merely indicated that it was aware that Johnson Controls World Services Inc., MKA, and Pacific Architects & Engineers, Inc. had previously filed protests and stated, "[a]t this time, Global wishes to join the above offerors in challenging the Army's evaluation of its own and RSE's proposals and the resulting award on those grounds identified in the above protests." Global also stated that it was contemplating filing additional protest grounds based

on information received at the debriefing conference. On June 14, Global filed a second letter stating in detail the legal and factual grounds of its protest.

Global's initial letter stated that it was incorporating a multitude of issues raised in protests previously filed by Johnson Controls World Services Inc., MKA, and Pacific Architects & Engineers, Inc. We considered the issues raised by the other three protesters in recently issued decisions in which our Office denied their respective protests, and Global's submissions provide no basis to consider the issues again here.²

Global alleges that the Army improperly downgraded its proposal in the technical and management evaluations on the basis of evaluation factors that were not set forth in the RFP. Specifically, Global contends that the Army used unstated factors in evaluating Global's proposed key personnel and meal card management system.

The RFP must inform all offerors of the basis for evaluation of proposals and the evaluation must, in fact, be based on the evaluation scheme set forth in the RFP. Human Resources Research Org., B-203302, July 8, 1982, 82-2 CPD ¶ 31. While the agency is required to identify the major evaluation factors, it is not required to identify the various aspects of each which might be taken into account, provided that such aspects are reasonably related to or encompassed by the stated criteria. Id. The entire RFP, especially the evaluation scheme and the statement of work, must be read together in determining whether the RFP adequately informs offerors how proposals will be evaluated. See, e.g., Essex Electro Eng'rs, Inc., B-252288.2, July 23, 1993, 93-2 CPD ¶ 47.

Global argues that the Army should not have considered the fact that [DELETED] it proposed was an employee of Global at the time of the evaluation. Global states that there was no RFP requirement that proposed key personnel be employed by an offeror prior to contract award and that the letters of commitment it provided for these individuals provided sufficient evidence that they would be available for contract performance.

²See our decisions in MKA, B-257431.3, Oct. 4, 1994, 94-2 CPD ¶ 152; Johnson Controls World Servs., Inc., B-257431; B-257431.5, Oct. 5, 1994, 94-2 CPD ¶ 222; and Pacific Architects & Eng'rs, Inc., B-257431.7, Dec. 8, 1994, 95-1 CPD ¶ ____.

The record shows that while the SSAC believed that Global's having proposed [DELETED] was a significant disadvantage of Global's proposal, the evaluators did not consider the proposal to be deficient in this regard. In fact, Global's proposal was rated [DELETED] overall in the management area evaluation, and within the management area, Global's proposal received a [DELETED] rating on each of the three relevant subfactors described below. Thus, Global's proposal was not penalized in any significant manner for proposing to [DELETED] key personnel contingent upon contract award. In this regard, the contracting officer and the SSEB chairman report that the evaluation team considered the letters of commitment Global submitted and, as a result, the board was not concerned with whether Global's proposed key personnel would be available in time for contract performance. The record also shows that the evaluators considered the experience of Global's proposed key personnel and, in fact, one evaluator commented, "[m]ost individuals proposed by Global as 'Key Personnel' appear qualified to perform at Kwajalein."

The contracting officer and the SSEB chairman state that the fact that [DELETED] was employed by Global was considered a relative disadvantage of the proposal and explain that evaluators are considered long-term employees preferable to new hires for several reasons: (1) long-term employees would be of known abilities and would be tried, tested, and accepted within the company, while the abilities of new hires would be known only through their resumes and pre-employment interviews and their "fit" within the corporate structure would not be known; (2) it would be a detriment to have [DELETED] key manager arrive at USAKA lacking knowledge of both Global's corporate policies and USAKA's unique characteristics; and (3) long-term employees would be far more likely to remain with the project to protect their vesting and seniority status, thus lending stability to the management team.

The RFP stated that in evaluating the management approach subfactor:

"The offeror's proposal will be evaluated to determine the extent to which it demonstrates a comprehensive, cohesive and well-defined management approach suited to the successful accomplishment of the requirement of the SOW [statement of work], including staffing"
[Emphasis added.]

In describing the personnel policies and benefits subfactor, the RFP stated:

"The offeror's proposal will be evaluated to assess the extent to which: the proposed personnel policies and benefits, including compensation, overtime pay, recruitment plans and planned sources of personnel demonstrate that a qualified and stable work force can be obtained and retained" [Emphasis added.]

The RFP also described the contract management approach subfactor and stated:

"The offeror's proposal will be evaluated to assess the extent to which . . . the proposed organizational structure, experience and qualifications of key management personnel, . . . and position of the contract project in the overall corporate structure demonstrate a corporate commitment to ensure successful contract performance" [Emphasis added.]

While the RFP did not include any requirement that all proposed key personnel be employed by an offeror at the time the proposal was submitted, under the RFP's evaluation scheme, the Army reasonably could consider the composition and sources for Global's management team and the fact that [DELETED] key personnel was actually employed by Global. The Army reasonably assessed Global's [DELETED] ratio of proposed managers who were employed to those who were not employed as a relative disadvantage of Global's proposal when compared to other proposals. [DELETED]. In addition, Global's proposing such a high proportion of new hires for key management positions could reasonably be viewed as inconsistent with the RFP's direction that offers demonstrate: (1) that a qualified and stable work force can be obtained and retained; (2) a comprehensive, cohesive, and well-defined management approach suited to the successful accomplishment of the requirement; and (3) a corporate commitment to successful contract performance. In sum, the agency's consideration of Global's [DELETED] rates of proposed new hires as key personnel was consistent with the RFP's evaluation criteria.

Global also contends that the Army used an unstated evaluation factor to evaluate its proposed [DELETED]. Global argues that the evaluators should not have penalized it for its [DELETED] approach because there was no requirement in the RFP for [DELETED].

The RFP stated that evaluation of the technical approach, understanding the scope of the work, and staffing subfactor within the technical area evaluation would include evaluation of whether a proposal demonstrated "complete understanding of the [statement of work (SOW)] requirements

and a sound technical approach for accomplishing the individual requirements." The RFP evaluation scheme specifically listed food services as 1 of 11 subfactors (corresponding to functional work areas of the SOW) that would be emphasized in evaluating an offeror's overall technical approach. The RFP also stated that evaluation of the management approach subfactor within the management area evaluation would include evaluation of whether a proposal demonstrated a well-defined management approach for accomplishing the requirements of the SOW. Among other things, the SOW stated that the contractor would be responsible for issuing, accounting for, and controlling meal cards. The SOW stated that the contractor would operate a number of dining facilities of various types and required, among other things, that the contractor take head-counts of people using the facilities, control inventory, and safeguard funds received. Thus, it was clear from the RFP that an offeror's meal card system was considered an integral component to providing food services and that evaluation of an offeror's technical and management approaches properly could include examination of it.

In the technical area evaluation, Global's proposal received [DELETED] rating for the technical approach, understanding the SOW, and staffing evaluation subfactor, in part because Global's proposal was rated [DELETED] and no disadvantages or deficiencies were noted on the food services subfactor.

In the management area evaluation, meal card systems were considered as part of personnel administration within the management approach subfactor. Even though the RFP did not require [DELETED], based upon the Army's prior unsatisfactory experience¹ with [DELETED] meal card system, the evaluator rated Global's [DELETED] system as satisfactory and commented that Global's system would work but was "labor intensive, prone to be inaccurate, and inefficient." Nevertheless, the evaluation team concluded that Global's meal card system met the RFP's requirements and rated Global's proposal [DELETED] on both the personnel administration subfactor and the management approach subfactor. Again, the contracting officer and the SSEB chairman report that Global's proposal was not penalized for its [DELETED] approach and that the evaluation team considered the [DELETED] system to be a weakness relative to other offers that were based upon [DELETED] systems. In this regard, the Army was not required to indicate in the RFP what type of meal card system the agency viewed as optimal. See Environmental Sys. and Servs., Inc., B-244213,

¹The incumbent contractor used an identical meal card system which one evaluator noted had been "a continual source of headaches to the Government."

Oct. 2, 1991, 91-2 CPD ¶ 283. In view of the fact that the RFP put offerors on notice that this aspect of proposals would be evaluated, there is no merit to this protest, allegation.

The protester also contends that the Army did not hold meaningful discussions with it. According to the protester, the Army first informed it at the debriefing conference that the evaluators believed there were "significant weaknesses" in its proposal relating to its proposed key personnel and its [DELETED] meal card management system. Global asserts that the Army never discussed these supposed weaknesses with it and, therefore, improperly deprived it of any opportunity to clarify its proposed approach and to resolve the Army's perceived concerns. The Army essentially responds that it was not required to discuss these weaknesses in Global's proposal because they were only weaknesses relative to other offerors' proposals and because Global's proposal was rated "acceptable" or better in each instance.

Agencies are required to conduct meaningful discussions with all competitive range offerors. Stone & Webster Eng'g Corp., B-255286.2, Apr. 12, 1994, 94-1 CPD ¶ 306. In order for discussions to be meaningful, contracting officials must advise offerors of deficiencies in their proposals and afford offerors an opportunity to revise their proposals to satisfy the government's requirements. Id. However, the agency is not obligated to discuss every aspect of an acceptable proposal that receives less than the maximum score. Id.; Veco/W. Alaska Constr., B-243978, Sept. 9, 1991, 91-2 CPD ¶ 228.

As discussed above, the evaluation documents show that, notwithstanding comments made during the debriefing conference to the effect that the Army considered these aspects of Global's proposal to be significant weaknesses, Global's proposal received a rating of [DELETED] for each evaluation factor in which either its proposed key personnel or meal card system was considered by the evaluation team. As noted above, Global's proposal was not penalized in the evaluation for its proposed management team and/or meal card system, and these features of Global's proposal were not considered to be deficiencies by the Army. Because an agency is not required to discuss every aspect of an acceptable proposal that receives less than the maximum score, the Army is correct in its position that it was not required to discuss these matters with Global. See Stone & Webster Eng'g Corp., supra.

Global next argues that the Army improperly assigned Global's proposal a significant weakness based on Global's lack of experience in managing an installation [DELETED] comparable to the one in place at USAKA. Global asserts

that the Army improperly did not consider the fact that one of the principle partners of Global, Global Associates, was the LSS contractor at USAKA for more than 24 years.

Evaluating the relative merits of competing proposals is a matter within the discretion of the contracting agency since the agency is responsible for defining its needs and the best method of accommodating them. Simms Indus., Inc., B-252827.2, Oct. 4, 1993, 93-2 CPD ¶ 206. In reviewing an agency's evaluation, we will not reevaluate proposals but instead, will examine the agency's evaluation to ensure that it was reasonable and consistent with the stated evaluation criteria. Id.

Here, the RFP stated that corporate capability and experience was one of two technical evaluation subfactors in which proposals would be evaluated to assess each offeror's relevant corporate experience in providing logistics support services for performing tasks comparable to those required in the RFP's SOW. Among other things, the SOW specifically required the contractor to establish and conduct a comprehensive [DELETED] program. The RFP further stated that prior experience would be evaluated "to assess the extent to which the offeror has had relevant experience of the complexity and magnitude as required by the SOW in remote locations, including corrosive environments, and in a foreign country." The RFP also indicated that proposals must demonstrate how each offeror would apply past experience--in particular, recent corporate experience--and resources to the SOW requirements.

Contrary to Global's allegation, the record demonstrates that the evaluators were aware of and considered the fact that Global had at one time been the LSS contractor for USAKA, garnering more than 24 years of experience in that role. In fact, Global's proposal received an overall rating of [DELETED] for corporate capability and experience. However, as part of the corporate capability and experience evaluation, the Army evaluated Global's experience in [DELETED] and rated the proposal as [DELETED], stating: "Global does not indicate experience in managing an installation [DELETED] program comparable to USAKA's."

The contracting officer and the SSEB chairman reported that Global's proposal had "glossed over its [DELETED] experience at USAKA," and, therefore, during discussions, the Army specifically asked Global: "What experience do you have in [DELETED] activities in an island [DELETED], and with the [Republic of the Marshall Islands]?" The record shows that Global's response did not provide any specific information regarding the firm's [DELETED] experience and stated that since its LSS contract had terminated in 1987, "the rules . . . relating to the [DELETED] have evolved and continue to

evolve." Global also admitted that its [DELETED] experience "is not current 'island experience.'" In this regard, the Army reported that during Global's tenure as an LSS contractor, USAKA did not have a comprehensive [DELETED] program such as it now has and that Global's prior experience at USAKA occurred before the imposition of many of USAKA's current [DELETED] requirements.

The contracting officer and the SSEB chairman also correctly reported that, while Global's proposal listed a number of installations at which it had been involved in [DELETED] work, most of Global's [DELETED] experience was related to [DELETED]. In sum, the Army states that "Global's proposal failed to demonstrate experience with an [DELETED] comparable to that in operation at USAKA in both magnitude and nature."

The Army plainly considered Global's previous experience as an LSS contractor at Kwajalein. While the Army and the protester disagree as to the impact Global's prior experience should have had on its proposal's rating, as noted earlier, "the proposal received [DELETED] rating for corporate capability and experience and [DELETED] rating for [DELETED] experience. To the extent that Global's proposal and, in particular, Global's response to the discussion question did not sufficiently convey the full extent of Global's [DELETED] experience, Global was responsible for demonstrating its relevant experience within the four corners of its proposal and must therefore suffer the consequences for failing to do so. See Laboratory Sys. Servs., Inc., B-256323, June 10, 1994, 94-1 CPD ¶ 359. Moreover, while Global disagrees with the Army's evaluation, the protester's mere disagreement provides no basis to find the evaluation unreasonable. See Simms Indus., Inc., supra. The record provides no basis to conclude that the Army's evaluation of Global's proposal was unreasonable in this regard.

Global next contends that the Army improperly added approximately [DELETED] to Global's proposed costs in calculating the total most probable cost of having Global perform the work, thus leading the SSA to make an incorrect cost/technical tradeoff and award decision. Global asserts that the Army incorrectly made upward adjustments to its proposed costs which, for the most part, represented the Army's redistributing Global's proposed labor mix, increasing Global's employee turnover rate estimate, increasing Global's proposed travel costs, and mathematical

errors. Global asserts that the Army never adequately apprised it during discussions of some of the areas in which cost adjustments were made, thus depriving it of any opportunity to clarify its proposal.

We need not determine whether the Army improperly added approximately [DELETED] to Global's proposed costs and related arguments, because the record establishes Global suffered no competitive prejudice due to the upward adjustments to its proposed costs. See Medical Serv. Corp. Int'l, B-255205.2, Apr. 4, 1994, 94-1 CPD ¶ 305. The SSA selected RSE for award on the basis of RSE's better technical and management evaluation [DELETED].⁴ In response to this protest, the SSA submitted an affidavit in which he stated:

"Global has complained about the cost/technical tradeoff leading to the selection of RSE. Global's TEPC [total evaluated probable cost] of [DELETED] reflected an upward adjustment of [DELETED]. Similar to the decision in relation to PAE, my decision to select RSE would not have been affected even if I considered Global's proposed costs as TEPC. A reduction of [DELETED] and Global's [DELETED] proposal would not have overcome the many more advantages and 'exceptional' rating of RSE." [Emphasis added.]

In a negotiated procurement, a procuring agency has the discretion to select a more highly rated technical proposal if doing so is reasonable and is consistent with the evaluation scheme set forth in the RFP. Medical Serv. Corp. Int'l, supra; Systems Eng'g Assocs. Corp., B-231597, Oct. 4, 1988, 88-2 CPD ¶ 315. We have upheld awards to higher-rated offerors with significantly higher proposed costs where it was determined that the cost premium was justified considering the significant technical superiority of the selected offeror's proposal. Id.

The RFP stated that evaluation of the technical and management areas were equal in importance and were more important than cost. In the technical area evaluation, [DELETED]. Within the technical area, there were two subfactors: technical approach, understanding the SOW and staffing; and corporate capability and experience. On the more important subfactor, technical approach, understanding the SOW and staffing, RSE's proposal was rated [DELETED]

⁴RSE's total proposed cost was approximately [DELETED], and its total evaluated probable cost was [DELETED], while Global's total proposed cost was approximately [DELETED], and its total evaluated probable cost was [DELETED].

while Global's was rated [DELETED]. On the 11 subfactors listed under the technical approach, understanding the SOW and staffing subfactor, RSE's proposal received [DELETED]; on the other hand, Global's proposal received [DELETED]. On the less important subfactor, corporate capability and experience, RSE's proposal was rated [DELETED] and Global's was rated [DELETED].

In the management area evaluation, RSE's proposal again was evaluated as [DELETED], and Global's was only evaluated as [DELETED]. Within the management area, four evaluation subfactors were considered: management approach, personnel policies and benefits, contract management plan, and subcontracting plan. On these subfactors, RSE's proposal received [DELETED], while Global's received [DELETED]. Moreover, there were five subfactors listed under the management approach subfactor. On these subfactors, RSE's proposal received [DELETED], while Global's received [DELETED].

After considering the technical, management, and cost evaluations, the SSA stated that it was his opinion that RSE's proposal represented the "best overall value" to the government. The SSA also stated that he was particularly impressed with RSE's exceptional ratings in both the technical and management areas. The SSA also noted that RSE's proposal included a large number of significant advantages, which he listed, and no significant disadvantages or deficiencies.

Regarding Global's proposal, the SSA noted that it was only rated [DELETED]. The SSA stated that Global's proposal had no deficiencies and he listed six advantages and six disadvantages of Global's proposal. Among other things, the cited disadvantages of Global's proposal included: [DELETED].

Regarding the cost/technical tradeoff between RSE's proposal and Global's, the SSA pointed out that both proposal's evaluated costs were well within the independent government cost estimate and that the cost differential would be prorated over the 8-year term of the contract. In this regard, the SSA opined that the many advantages of RSE's overall "exceptional" proposal far outweighed the lower cost of Global's overall [DELETED] proposal. The SSA summarized his opinion on the cost/technical tradeoff as:

"The technical superiority of the RSE offer is well worth the additional cost of this contract in view of the USAKA's unique requirements and the

objectives of this effort. RSE provided a more complete, comprehensive, and advantageous approach in almost every functional area than any other offeror."

The SSA's decision to select RSE instead of Global for award was reasonable and consistent with the RFP's evaluation scheme. In view of the discretion entrusted to the SSA, and because he stated that he would make the same decision for the same reasons even if no additional costs were added to Global's proposed cost, Global cannot have suffered any competitive prejudice regarding the computation of Global's most probable cost. See, e.g., Environmental Sys. and Servs., Inc., supra. There is ample support for the selection of RSE with or without the addition of costs in calculating the most probable cost of Global's proposal.³

Finally, in its August 4, 1994, letter commenting on the agency's report on its initial protest, Global raised a host of new protest issues concerning the technical/management and cost evaluations of both its own and RSE's proposals. We will not consider these allegations because they are untimely. Under our Bid Protest Regulations, 4 C.F.R. § 21.2(a)(2) (1994), protests of this nature must be filed within 10 working days after the protester first knew, or should have known, its bases of protest. The record shows that the Army provided Global with all of the evaluation materials--including the source selection document, RSE's proposal, and documents concerning both Global's and RSE's evaluations--on July 15. All of the protest issues raised by Global in its comments were thus known to the protester

³Giving Global the benefit of making no adjustments to its or RSE's proposed costs, Global's total proposed costs were only about [DELETED] less than RSE's. In view of the broad discretion entrusted to contracting officials, we have upheld as reasonable contracting agency's decisions to award contracts to the offeror of the higher-rated, higher-cost proposal even where the cost differential was much greater than this. See, e.g., Systems Eng'g Assocs. Corp., supra (agency properly awarded contract to awardee even though awardee's total cost was 26.9 percent greater than the protester's).

by July 15. Because Global waited until August 4--the 14th working day after it received the materials--to file these issues in our Office, they are untimely.

The protest is denied in part and dismissed in part.

Robert P. Murphy
General Counsel